*Corliss* v. *Walker*, 31 Lawy. Rep. Ann. 283, and note (S. C. 57 Fed. 434, and 64 Fed. 280), denied an injunction to restrain the publication of a biography of the great inventor, but granted it to restrain the publication of his portrait. Subsequently this injunction was dissolved, on the ground that the deceased was a public character, not a private individual. In the case under discussion the court in commenting on the Corliss case questions the wisdom of the distinction, and says: "We are loath to believe that the man who makes himself useful to mankind surrenders any right of privacy thereby."

In *Murray* v. *Engraving Co.*, 28 N. Y. Sup. 271, it was held that a father could not prevent the unauthorized publication of his child's photograph, for the law takes no cognizance of a sentimental injury independent of a wrong to person or property.

There are many authorities to the effect that a private individual has a right to be protected in the representation of his portrait in any form, and that this is a property as well as a personal right. Cf. *Gee* v. *Pritchard*, 2 Swanst. 402; *Folsom* v. *Marsh*, 2 Story 100, Fed. Cas. No. 4901; *Tipping* v. *Clarke*, 2 Hare 383, 393; *Prince Albert* v. *Strange*, 1 Mach and G. 25. But the court in the present case decides that the alleged right to privacy is not under this particular state of facts a property right, and that so long as the publication of the portrait does not amount to a libel, a court of equity will not protect the relatives of the deceased against a mere injury to their feelings, although a violation of the canons of good taste. "The law," says the court, "does not discriminate between persons who are sensitive and those who are not."

INSOLVENT CORPORATIONS—SECRET PREFERENCE OF CREDITORS—UNITED STATES RUBBER CO. ET AL. V. AMERICAN OAK LEATHER CO., 96 Fed. 841.—Where a corporation that is about to fail, in order to gain time and borrow money, makes an arrangement with some of its creditors whereby they are to be put in charge of the concern and be given judgment notes covering what is due them and thereby are to prevent preferences to other creditors, such an arrangement is a fraud in fact on the general creditors.

Courts have recognized the justice of allowing embarrassed concerns to tide over difficulties by using their property in any way they may see fit. *Preston* v. *Spaulding*, 125 Ill. 20; *White* v. *Cotzhausen*, 129 U. S. 329. But they have further recognized that one cannot convey all his property and stop doing business. *Kelloy* v. *Richardson*, 19 Fed. 70, 72. It then becomes a question of what was the intention of the insolvent concern in entering into obligations like those in the present case. How close a question this often is, is well illustrated by the case before us. We see how frequently the judicial mind may differ on this point, and in view of the large interests that may be concerned in such case, how important it is that a transaction should be considered as actually fraudulent only on the strongest proof or actual knowledge. *Street* v. *Bank*, 147 U. S. 36.

INSURANCE—AGENT—AUTHORITY — NOTICE — POLICY — ENDORSEMENT —WARRANTY—NORTHRUP ET AL. V. PIZA, 60 N. Y. Supp. 363.—A fire insurance policy was issued by general agents and attorneys of a fire insurance company on recommendation of a firm of fire insurance brokers, said policy containing material warranty on the part of the insured. Subsequently an addition was made to the policy in which no mention was made of the warranty. *Held*, that a broker having only authority to solicit risks, recommend same, and receive premiums (these services being paid for by commissions), is not an agent of the insuring company, and hence notice to him is not notice to the company. Also that attachment of said endorsement, see supra, did not abrogate original warranty clause.